

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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MICHAEL KRECHMER a/k/a  
“Michael Malice,” an Individual,

16-CV-7820 (KBF)

*Plaintiff,*

ANDREA K. TANTAROS, an individual; and  
ASTERO, LLC, a New Jersey limited liability company,

*Defendants.*  
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**STATEMENT OF  
MATERIAL FACTS  
PURSUANT TO  
LOCAL RULE 56.1**

Defendants Andrea K. Tantaros (“Ms. Tantaros”) and Astero, LLC (collectively “Defendants”), as and for their Statement of Material Facts on a Motion for Summary Judgment pursuant to Local Rule 56.1, state as follows:

1. The Collaboration Agreement was never terminated. (*See* the accompanying Declaration of Andrea Tantaros [“Tantaros Dec.”], at ¶¶ 3, 30-51, 56-61; *see also* Exs. E, O, P, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, LL, MM, NN to Tantaros Dec.).
2. Plaintiff alleged that payments were due to him under the Collaboration Agreement after it was supposedly cancelled. (Plaintiff’s Verified Complaint, ¶¶ 42-43, 45-46).
3. Plaintiff’s attorneys asserted rights under the Collaboration Agreement after it was allegedly cancelled. (Plaintiff’s Rule 56.1 Statement at ¶ 109, Exhibit 47, ¶ 118, Exhibit 54; *see also* Plaintiff’s Verified Complaint, ¶¶ 42-43, 45-46).
4. The Collaboration Agreement vested all authorship and attribution rights in Ms. Tantaros. (Ex. P to Tantaros Dec., at § 4).
5. The Collaboration Agreement obligated Plaintiff to “writ[]e original material.” (Ex. P to Tantaros Dec., at § 2).

6. The parties never executed a writing modifying the Collaboration Agreement. (Tantaros Dec., ¶¶ 3, 30, 34).

7. Plaintiff published statements that were prohibited by the Collaboration Agreement's confidentiality provision.

8. The parties never entered into a new Ghostwriting Agreement. (Tantaros Dec., ¶¶ 3, 30, 34).

9. Defendants never executed a writing transferring the Copyright in the Book to Plaintiff. (Tantaros Dec., ¶¶ 3, 30, 34).

10. Ms. Tantaros authored the majority of the book. (Tantaros Dec., ¶¶ 15-16, 18-20, 22-28, 31, 36-50, Exs., E, J, K, M, N, O, Q, R, T, U, V, X, Y, Z, AA, BB, CC, EE, HH, II, JJ, KK, NN to Tantaros Dec.).

11. Upon Defendants' acceptance of the manuscript, they only owed Plaintiff \$10,000. (Ex. P to Tantaros Dec., at § 3; *see also* Tantaros Dec., at ¶ 59; Plaintiff's Rule 56.1 Statement at Exhibit 33, p. 20).

Respectfully submitted,

JUDD BURSTEIN, P.C.

By: \_\_\_\_\_

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